Case:17-03283-LTS	Doc#:7702-58 Filed:06/27/19 Entered:06/27/19 14:25:13 Exhibit 57 Page 1 of 40	Desc:
	Exhibit 57 Page 1 of 40	
	EXHIBIT 57	



**I, Eduardo Arosemena Muñoz**, Assistant Secretary of the Department of State of the Government of Puerto Rico:

**CERTIFY:** That the following are the financing statements that appear registered in our records between **January 1, 1998 and January 31, 2017** in which **EMPLOYEES RETIREMENT SYSTEM OF THE GOVERNMENT OF THE COMMONWEALTH OF PUERTO RICO** is the debtor.

Registration	Registration	Secured Party
Date	Number	
6/24/2008	2009001812	THE BANK OF NEW YORK MELLON (AS SUCCESSOR TO THE BANK OF
		NEW YORK) AS FISCAL AGENT
7/2/2008	2009001811	THE BANK OF NEW YORK MELLON (AS SUCCESSOR TO THE BANK OF
		NEW YORK) AS FISCAL AGENT

#### I further certify that changes to the original financing statements were filed as follows:

Registration	Registration	Type of	Secured Party
Date	Number	Change	
12/17/2015	2009001811	ENMIENDA	THE BANK OF NEW YORK MELLON (AS
			SUCCESSOR TO THE BANK OF NEW YORK) AS
			FISCAL AGENT
12/17/2015	2009001812	ENMIENDA	THE BANK OF NEW YORK MELLON (AS
			SUCCESSOR TO THE BANK OF NEW YORK) AS
			FISCAL AGENT
1/19/2016	2009001811	ENMIENDA	THE BANK OF NEW YORK MELLON (AS
			SUCCESSOR TO THE BANK OF NEW YORK) AS
			FISCAL AGENT
1/19/2016	2009001812	ENMIENDA	THE BANK OF NEW YORK MELLON (AS
			SUCCESSOR TO THE BANK OF NEW YORK) AS
			FISCAL AGENT

#### IN WITNESS WHEREOF, the

Undersigned by virtue of the authority vested by law, hereby issues this certificate and affixes the Great Seal of the Government of Puerto Rico, in the City of San Juan, this March 16, 2017.

Eduardo Arosemena-Muñoz Assistant Secretary of State

Y4E0-APDEB23G

Prepared by J. Torres

#### DEPARTAMENTO DE ESTADO GOBIERNO DE PUERTO RICO

2009001811

En / In: San Fecha / Date //
las instrucciones indicadas al dorso de esta form

**ANCIAMIENTO** 

Reservado	para el	oficial o	de archiv	o / Reserved	for the	filina	office

Ka W. du Joro Subater Notario Públio par Public

Sello de fecha y hora:

las instrucciones indicadas al dorso de esta forma Número de registro: Registration number: PM 3: 29 Please follow carefully the instructions indicated on the reverse side of this form. A. DEVOLVER COPIA A: I RETURN COPY TO: (Nombre y dirección postal / Name and mailing address) Anita del Toro, Esq Fiddler, González & Rodríguez PO Box 363507 San Juan, Puerto Rico 00936-3507 1. NOMBRE DEL PRIMER DEUDOR/FIRST DEBTOR'S NAME Complete sólo un nombre (a o b)/ Insert only one name (a or b) a. Apellido del individuo/Individual's last name | Segundo Apellido/Second surname | Primer nombre/ First name | Segundo nombre/Middle name | Sufijo/Suffix b. Nombre de la entidad / Entity name EMPLOYEES RETIREMENT SYSTEM OF THE GOVERNMENT OF THE COMMONWEALTH OF PUERTO RICO (the "System") c. Dirección postal / Mailing address Ciudad / City Pais/Country Código postal/Zip code 437 Ponce de León Avenue SAN JUAN PR USA 00918 Stop 321/2 d. Número de seguro social o patronal /Social security or tax-id number 2. NOMBRE DE DEUDOR ADICIONAL/ ADDITIONAL DEBTOR'S NAME Complete sólo un nombre (a o b)/ Insert only one name (a or b) a. Apellido del individuo/Individua/s last name | Segundo Apellido/Second surname | Primer nombre/ First name | Segundo nombre/Middle name | Sufijo/Suffix b. Nombre de la entidad / Entity name c. Dirección postal / Mailing address Código postal/Zip code Ciudad / City Estado/State d. Número de seguro social o patronal /Social security or tax-id number e. (Opcional) Información adicional sobre la entidad /(Optional) Additional information about the 3. NOMBRE DEL ACREEDORGARANTIZADO/SECURED PARTYS NAME Complete sólo un nombre (a o bijnsert only one name (a or b) a. Apellido del individuo/Individual's last name | Segundo Apellido/Second surname | Primer nombre/ First name |Segundo nombre/Middle name b. Nombre de la entidad / Entity name The Bank of New York, as fiscal agent under a Pension Funding Bond Resolution adopted by the System on January 24, 2008, as supplemented and amended from time to time (the "Resolution"), which fiscal agent is representing the Owners from time to time of the Senior Pension Funding Bonds of the System issued from time to time pursuant to the Resolution and other Beneficiaries under the Resolution. c. Dirección postal / Mailing address Pais/Country Ciudad / City Estado/State Código postal/Zip code 101 Barclay Street, 7 West New York New York USA 10286 4. ESTA DECLARACION DE FINANCIAMIENTO CUBRE LAS SIGUIENTES CLASES O ARTICULOS DE PROPIEDAD: THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OR ITEMS @ PROPERTY: The pledged property described in the Security Agreement attached as Exhibit A hereto and by this reference made a part hereof. 5. MARQUE SI APLICA / CHECK IF APPLICABLE (Describa la propiedad en el apéndice / Describe the real estate in the Los bienes anteriores habrán de convertirse en inmu e presentará para registro en el Registro de la Propiedad. The goods described above are to become fixtures filed for record in the Real Estate Registry. 6. FIRMA(S) / SIGNATURE(S) Primer deudor / First debo r Acreedor garantizado / Secured party Bengo 7. NOTARIA (Opcios AFFIDAVIT NUME) 517 NUMBER: Jurado y suscatio tarand suscribed before me by: Mivia González Alvarez, of legal age, single, worn resident ∮f√San Ju Rico) acting as Acting Administrator of the Employees Retirement System of the Government alth of Puerto Rico, to me personally known, in San Juan, Puerto Rico, this 30th

attached to and made part of Uniform Commercial Code ("UCC") Financing Statement, Form UCC-1

#### SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of June 2, 2008, is by and between the Employees Retirement System of the Government of the Commonwealth of Puerto Rico (the "Debtor") and Owners from time to time of the Pension Funding Bonds of the Debtor (the "Pension Funding Bonds") issued from time to time pursuant to the Debtor's Pension Funding Bond Resolution adopted by the Debtor's Board of Trustees on January 24, 2008, as amended and supplemented from time to time (the "Resolution"), and other Beneficiaries under the Resolution, which Owners and Beneficiaries are represented for purposes of this Security Agreement by The Bank of New York, as fiscal agent under the Resolution (the "Secured Party"). All capitalized words not defined herein shall have the meanings ascribed to them in the Resolution.

In order to provide security for the Debtor's payment of principal of, premium (if any) and interest on its Pension Funding Bonds and its payment of amounts due to the Owners of the Pension Funding Bonds and other Beneficiaries in accordance with the terms of the Pension Funding Bonds and the terms of the Resolution, Debtor hereby grants to the Secured Party a security interest in (i) the Pledged Property, and (ii) all proceeds thereof and all after-acquired property, subject to application as permitted by the Resolution. Remedies for failure of the Debtor to make timely payment of principal of, premium (if any) and interest on the Pension Funding Bonds or failure of the Debtor to fulfill its other covenants contained in the Resolution for the benefit of the Owners of the Pension Funding Bonds and the other Beneficiaries are as set forth in the Resolution.

The Debtor shall cause UCC financing statements and continuation statements to be filed, as appropriate, and the Secured Party shall not be responsible for any UCC filings.

EMPLOYEES RETIREMENT SYSTEM OF THE GOVERNMENT OF THE COMMONWEALTH OF PUERTO RICO

By	
Name: Title:	
THE BANK OF NEW Resolution	VORK, as Fiscal Agent under the
Name: Steven Vaccarello Title: Vice President	

#### SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of June 2, 2008, is by and between the Employees Retirement System of the Government of the Commonwealth of Puerto Rico (the "Debtor") and Owners from time to time of the Pension Funding Bonds of the Debtor (the "Pension Funding Bonds") issued from time to time pursuant to the Debtor's Pension Funding Bond Resolution adopted by the Debtor's Board of Trustees on January 24, 2008, as amended and supplemented from time to time (the "Resolution"), and other Beneficiaries under the Resolution, which Owners and Beneficiaries are represented for purposes of this Security Agreement by The Bank of New York, as fiscal agent under the Resolution (the "Secured Party"). All capitalized words not defined herein shall have the meanings ascribed to them in the Resolution.

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The Debtor shall cause UCC financing statements and continuation statements to be filed, as appropriate, and the Secured Party shall not be responsible for any UCC filings.

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### ENMIENDA DECI ARACIÓN DE FINANCIAMIENTO

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The Pledged Property and all proceeds thereof and all after-acquired property as described more fully in Exhibit A attached hereto and incorporated by reference.

#### EXHIBIT A TO FINANCING STATEMENT

DEBTOR:

SECURED PARTY:

The Bank of New York Mellon, Agent 101 Barclay Street

New York, New York 10286

12 AM

Employees Retirement System of the Government of the Commonwealth of Puerto Rico 437 Ponce de León Avenue Stop 32 ½ San Juan, Puerto Rico 00917

### Description of Collateral

The collateral described in this financing statement is all present and future right, title and interest of the System in and to (i) the Pledged Property and (ii) all proceeds thereof and all after-acquired property, as set forth in the Security Agreement attached hereto as Annex 1.

#### Definitions1

"Account" or "Accounts" shall mean any account or accounts, including, without limitation, bank, deposit or securities accounts, as the case may be, established and created pursuant to the Resolution, but does not include any escrow or other fund or account established or created pursuant to Section 1301 thereof.

"Act" shall mean Act No. 447 of the Legislative Assembly of Puerto Rico, approved May 15, 1951, as amended and supplemented.

"Bond" or "Bonds" shall mean the initial Series of Bonds and any additional Bonds authorized to be issued on a parity therewith pursuant to Section 202 or 708 of the Resolution.

"Commonwealth" shall mean the Commonwealth of Puerto Rico.

"Credit Facility" shall mean each irrevocable letter of credit, bond insurance policy, surety bond, loan agreement, or other agreement, facility or insurance or guaranty arrangement issued or extended by a bank, a trust company, a national banking association, an organization subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a savings bank, a savings and loan association, a Federal Home Loan Bank, a corporation, an insurance company or association chartered or organized under the laws of any state of the United States of America, the Government National Mortgage Association or any successor thereto, Fannie Mae, the Federal Home Loan Mortgage Corporation or any successor thereto, or any other federal or state agency or instrumentality approved by the System, which secures the payment of any Bond, or

Capitalized terms not defined herein shall have the meanings assigned to them in the Resolution (as defined below).

pursuant to which the System is entitled to obtain moneys to pay, in the Currency in which the Bonds of such Series are payable, the principal or Redemption Price of Bonds (or any related Qualified Hedges) due in accordance with their respective terms plus accrued interest thereon the date of payment thereof in accordance herewith and with the Supplemental Resolution provided authorizing such Bonds, whether or not the System is in default under this Resolution provided that use of a Credit Facility shall not result, at the time of delivery of the Credit Facility, in a reduction in the Rating of any Bonds Outstanding; and provided further, that a substitute reduction in the Credit Facility for time to time (i) which shall contain the same material terms as set forth in the Credit Facility for which substitution is made, and (ii) will not, in and of itself, result in a Rating of the related Bonds lower than those which then prevailed.

"Debt Service Reserve Account" shall mean the Account by that name established by Section 502 of the Resolution.

"Employers" shall mean, pursuant to the Act, the government of Puerto Rico, or any Public Enterprise, or municipality, but shall exclude, however, those subsidiary enterprises of government instrumentalities whose employees, in the judgment of the Board of Trustees of the System, may not have a clear relationship of employee and employer with regard to the Commonwealth.

"Employers' Contributions" shall mean the contributions paid from and after the date hereof that are made by the Employers and any assets in lieu thereof or derived thereunder which are payable to the System pursuant to Sections 2-116, 3-105 and 4-113 of the Act.

"Fiscal Agent" shall mean the bank, trust company or national banking association appointed pursuant to Section 801 of the Resolution, and its successor or successors and any other bank, trust company or national banking association which may at any time be substituted in its place pursuant to the provisions of the Resolution.

"Fund" or "Funds" shall mean any fund or funds established and created pursuant to the Resolution, but does not include any escrew or other fund or account established or created pursuant to Section 1301 thereof.

"Parity Obligations" shall mean, collectively, all Parity Reimbursement Obligations and Parity Hedge Obligations.

"Pledged Property" shall mean the following, collectively (but without duplication), except as otherwise may be provided with respect to a Series of Bonds by the Supplemental Resolution authorizing such Bonds:

- All Revenues.
- 2. All right, title and interest of the System in and to Revenues, and all rights to receive the same.

- 3. The Funds, Accounts, and Subaccounts held by the Fiscal Agent, and months and securities and, in the case of the Debt Service Reserve Accounts Reserve Accounts Cash Equivalents, from time to time held by the Fiscal Agent under the terms of the Resolution, subject to the application thereof as provided in the Resolution and to the provisions of Sections 1301 and 1303 thereof.
- 4. Any and all other rights and personal property of every kind and nature from time to time hereafter pledged and assigned by the System to the Fiscal Agent as and for additional security for the Bonds and Parity Obligations.
- 5. Any and all cash and non-cash proceeds, products, offspring, rents and profits from any of the Pledged Property mentioned described in paragraphs (1) through (4) above, including, without limitation, those from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

"Public Enterprise" shall mean any government instrumentality or public corporation of the Commonwealth.

"Qualified Hedge" shall mean, with respect to particular Bonds, (i) any financial arrangement (a) which is entered into by the System with an entity that is a Qualified Hedge Provider at the time the arrangement is entered into, (b) which is a cap, floor or collar, forward rate, future rate, swap (such swap may be based on an amount equal either to the principal amount of such Bonds as may be designated or a notional principal amount relating to all or a portion of the principal amount of such Bonds), asset, index, Currency, price or market-linked transaction or agreement, other exchange or rate protection transaction agreement, other similar transaction (however designated), or any combination thereof, or any option with respect to any of the foregoing, executed by the System, and (c) which has been designated as a Qualified Hedge with respect to such Bonds in a written determination signed by an Authorized Officer and delivered to the Fiscal Agent, and (ii) any Credit Facility securing the obligations of the System under any financial arrangement described in clause (i) above. Each Qualified Hedge shall provide that the System and the Qualified Hedge Provider shall provide not less than ten-days' prior written notice of any amendment to the Fiscal Agent.

"Qualified Hedge Provider" shall mean a Person whose long-term obligations, other unsecured, long-term obligations, financial program rating, counterparty rating, or claims paying ability, or whose payment obligations under an agreement that would be a Qualified Hedge are guaranteed by an entity whose long term debt obligations, other unsecured long term obligations, financial program rating, counterparty rating, or claims paying ability, are rated, or whose payment obligations under an interest rate exchange agreement are collateralized in such manner as to cause such agreement to be rated, at the time of the execution of such Qualified Hedge, either (i) at least as high as the third highest Rating Category of each Rating Agency, but in no event lower than any Rating Category designated by any such Rating Agency for the Bonds subject to such Qualified Hedge (without reference to bond insurance, if any), or (ii) any such lower Rating Categories which each such Rating Agency indicates in writing to the System and the Fiscal Agent will not, by itself, result in a reduction or withdrawal of its Rating (without

reference to bond insurance, if any) on the Outstanding Bonds, and (iii) a Person whose payment obligations under an interest rate exchange agreement are subject to collateralization requirements that, as evidenced in writing to the System and the Fiscal Agent without reference to bond insurance, if any) on the Outstanding Bonds.

"Reserve Account Cash Equivalent" shall mean a letter of credit, insurance policy, surety, guaranty or other security arrangement provided to the Fiscal Agent as a substitute for the deposit of eash and/or Investment Securities, or another Reserve Account Cash Equivalent, in the Debt Service Reserve Account pursuant to Section 506 of the Resolution. Each such arrangement shall be provided by a Person whose claims paying ability has been assigned a rating from each Rating Agency at least equal to the then existing rating on the Bonds or whose unsecured, long-term debt securities are rated by each Rating Agency at least equal to the then existing Rating on the Bonds (or the highest short-term rating if the Reserve Account Cash Equivalent has a remaining term measured from the date it is provided not exceeding one year).

"Resolution" shall mean the Pension Bond Resolution adopted by the System on or about January 24, 2008, as amended and/or supplemented from time to time.

"Revenues" shall mean the following, collectively (but without duplication), except as otherwise may be provided with respect to a Series of Bonds by the Supplemental Resolution authorizing such Bonds:

- 1. All Employers' Contributions received by the System or the Fiscal Agent.
- With respect to any particular Bonds, the proceeds of any draw on or payment under any Credit Facility which is intended for the payment of such Bonds, but only for purposes of such payment and not for other purposes of the Resolution.
- 3. Net amounts received by the System pursuant to a Qualified Hedge.
- 4. Income and interest earned and gains realized in excess of losses suffered by any Fund, Account, or Subaccount held by the Fiscal Agent under the terms of the Resolution, subject to the provisions of Sections 1301 and 1303 thereof.
- 5. Any other revenues, fees, charges, surcharges, rents, proceeds or other income and receipts received by or on behalf of the System or by the Fiscal Agent, lawfully available for the purposes of the Resolution and deposited by or on behalf of the System or by the Fiscal Agent in any Fund, Account, or Subaccount held by the Fiscal Agent under the terms of the Resolution, subject to the provisions of Sections 1301 and 1303 thereof.

"Subaccount" or "Subaccounts" shall mean any subaccount or subaccounts, as the case may be, in each case which may be in the form of a separate account, established or created pursuant to the Resolution, but does not include any escrow or other fund or account established or created pursuant to Section 1301 thereof.

"Supplemental Resolution" shall mean any resolution supplemental to or amendatory of the Resolution or any Supplemental Resolution, adopted by the System in accordance with Assicles IX and X of the Resolution.

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NAME OF SECURED PARTY OF RECORD AUTHORIZING T Amondment sufficient by a DESTOR, check here and provide name of	ior, marque equil	proves al nombre del Daudor i	riziorizante		
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ÆGISTRO DE TRANSACCIONES COMERCIALES

# EXHIBIT A TO FINANCING STATEMENT 16 JAN 19 PM 2: 07

#### DERTOR:

#### SECURED PARTY:

Employees Retirement System of the Government	The Bank of New York Mellon, as Fiscal
of the Commonwealth of Puerto Rico	Agent
437 Ponce de León Avenue	101 Barclay Street
Stop 32 1/2	New York, New York 10286
San Juan, Puerto Rico 00917	

#### Description of Collateral

The collateral described in this financing statement is all present and future right, title and interest of the System in and to (i) the Pledged Property and (ii) all proceeds thereof and all after-acquired property, as set forth in the Security Agreement attached hereto as Annex 1.

#### Definitions 1

"Account" or "Accounts" shall mean any account or accounts, including, without limitation, bank, deposit or securities accounts, as the case may be, established and created pursuant to the Resolution, but does not include any escrow or other fund or account established or created pursuant to Section 1301 thereof.

"Act" shall mean Act No. 447 of the Legislative Assembly of Puerto Rico, approved May 15, 1951, as amended and supplemented.

"Bond" or "Bonds" shall mean the initial Series of Bonds and any additional Bonds authorized to be issued on a parity therewith pursuant to Section 202 or 708 of the Resolution.

"Commonwealth" shall mean the Commonwealth of Puerto Rico.

"Credit Facility" shall mean each irrevocable letter of credit, bond insurance policy, surety bond, loan agreement, or other agreement, facility or insurance or guaranty arrangement issued or extended by a bank, a trust company, a national banking association, an organization subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a savings bank, a savings and loan association, a Federal Home Loan Bank, a corporation, an insurance company or association chartered or organized under the laws of any state of the United States of America, the Government National Mortgage Association or any successor thereto, Fannie Mae, the Federal Home Loan Mortgage Corporation or any successor thereto, or any other federal or state agency or instrumentality approved by the System, which secures the payment of any Bond, or

Capitalized terms not defined herein shall have the meanings assigned to them in the Resolution (as defined below).

FEISTRO DE TRANSACCIONES COMERCIALES

A 4.14-4-1

pursuant to which the System is entitled to obtain moneys to pay, in the Currency in which the Bonds of such Series are payable, the principal or Redemption Price of Bonds (or any related Qualified Hedges) due in accordance with their respective terms plus accrued interest thereon to the date of payment thereof in accordance herewith and with the Supplemental Resolution authorizing such Bonds, whether or not the System is in default under this Resolution; provided, that use of a Credit Facility shall not result, at the time of delivery of the Credit Facility, in a reduction in the Rating of any Bonds Outstanding; and provided further, that a substitute Credit Facility may be obtained from time to time (i) which shall contain the same material terms as set forth in the Credit Facility for which substitution is made, and (ii) will not, in and of itself, result in a Rating of the related Bonds lower than those which then prevailed.

- "Debt Service Reserve Account" shall mean the Account by that name established by Section 502 of the Resolution.
- "Employers" shall mean, pursuant to the Act, the government of Puerto Rico, or any Public Enterprise, or municipality, but shall exclude, however, those subsidiary enterprises of government instrumentalities whose employees, in the judgment of the Board of Trustees of the System, may not have a clear relationship of employee and employer with regard to the Commonwealth.
- "Employers' Contributions" shall mean the contributions paid from and after the date hereof that are made by the Employers and any assets in lieu thereof or derived thereunder which are payable to the System pursuant to Sections 2-116, 3-105 and 4-113 of the Act.
- "Fiscal Agent" shall mean the bank, trust company or national banking association appointed pursuant to Section 801 of the Resolution, and its successor or successors and any other bank, trust company or national banking association which may at any time be substituted in its place pursuant to the provisions of the Resolution.
- "Fund" or "Funds" shall mean any fund or funds established and created pursuant to the Resolution, but does not include any escrow or other fund or account established or created pursuant to Section 1301 thereof.
- "Parity Obligations" shall mean, collectively, all Parity Reimbursement Obligations and Parity Hedge Obligations.
- "Pledged Property" shall mean the following, collectively (but without duplication), except as otherwise may be provided with respect to a Series of Bonds by the Supplemental Resolution authorizing such Bonds:
  - 1. All Revenues.
  - 2. All right, title and interest of the System in and to Revenues, and all rights to receive the same.

REGISTRO DE TRANSACCIONES COMERCIALES

- The Funds, Accounts, and Subaccounts held by the Fiscal Agent, and moneys and securities and, in the case of the Debt Service Reserve Account, Reserve Account Cash Equivalents, from time to time held by the Fiscal Agent under the terms of the Resolution, subject to the application thereof as provided in the Resolution and to the provisions of Sections 1301 and 1303 thereof.
- 4. Any and all other rights and personal property of every kind and nature from time to time hereafter pledged and assigned by the System to the Fiscal Agent as and for additional security for the Bonds and Parity Obligations.
- 5. Any and all cash and non-cash proceeds, products, offspring, rents and profits from any of the Pledged Property mentioned described in paragraphs (1) through (4) above, including, without limitation, those from the sale, exchange, transfer, collection, loss, damage, disposition, substitution or replacement of any of the foregoing.

"Public Enterprise" shall mean any government instrumentality or public corporation of the Commonwealth.

"Qualified Hedge" shall mean, with respect to particular Bonds, (i) any financial arrangement (a) which is entered into by the System with an entity that is a Qualified Hedge Provider at the time the arrangement is entered into, (b) which is a cap, floor or collar, forward rate, future rate, swap (such swap may be based on an amount equal either to the principal amount of such Bonds as may be designated or a notional principal amount relating to all or a portion of the principal amount of such Bonds), asset, index, Currency, price or market-linked transaction or agreement, other exchange or rate protection transaction agreement, other similar transaction (however designated), or any combination thereof, or any option with respect to any of the foregoing, executed by the System, and (c) which has been designated as a Qualified Hedge with respect to such Bonds in a written determination signed by an Authorized Officer and delivered to the Fiscal Agent, and (ii) any Credit Facility securing the obligations of the System under any financial arrangement described in clause (i) above. Each Qualified Hedge shall provide that the System and the Qualified Hedge Provider shall provide not less than ten-days' prior written notice of any amendment to the Fiscal Agent.

"Qualified Hedge Provider" shall mean a Person whose long-term obligations, other unsecured, long-term obligations, financial program rating, counterparty rating, or claims paying ability, or whose payment obligations under an agreement that would be a Qualified Hedge are guaranteed by an entity whose long term debt obligations, other unsecured long term obligations, financial program rating, counterparty rating, or claims paying ability, are rated, or whose payment obligations under an interest rate exchange agreement are collateralized in such manner as to cause such agreement to be rated, at the time of the execution of such Qualified Hedge, either (i) at least as high as the third highest Rating Category of each Rating Agency, but in no event lower than any Rating Category designated by any such Rating Agency for the Bonds subject to such Qualified Hedge (without reference to bond insurance, if any), or (ii) any such lower Rating Categories which each such Rating Agency indicates in writing to the System and the Fiscal Agent will not, by itself, result in a reduction or withdrawal of its Rating (without

OUE TRANSACCIONES COMERCIALES

reference to bond insurance, if any) on the Outstanding Bonds, and (iii) a Person whose payment obligations under an interest rate exchange agreement are subject to collateralization requirements that, as evidenced in writing to the System and the Fiscal Agent by each Rating Agency, will not, by itself, result in a reduction or withdrawal of its Rating (without reference to bond insurance, if any) on the Outstanding Bonds.

"Reserve Account Cash Equivalent" shall mean a letter of credit, insurance policy, surety, guaranty or other security arrangement provided to the Fiscal Agent as a substitute for the deposit of cash and/or Investment Securities, or another Reserve Account Cash Equivalent, in the Debt Service Reserve Account pursuant to Section 506 of the Resolution. Each such arrangement shall be provided by a Person whose claims paying ability has been assigned a rating from each Rating Agency at least equal to the then existing rating on the Bonds or whose unsecured, long-term debt securities are rated by each Rating Agency at least equal to the then existing Rating on the Bonds (or the highest short-term rating if the Reserve Account Cash Equivalent has a remaining term measured from the date it is provided not exceeding one year).

"Resolution" shall mean the Pension Bond Resolution adopted by the System on or about January 24, 2008, as amended and/or supplemented from time to time.

"Revenues" shall mean the following, collectively (but without duplication), except as otherwise may be provided with respect to a Series of Bonds by the Supplemental Resolution authorizing such Bonds:

- 1. All Employers' Contributions received by the System or the Fiscal Agent.
- With respect to any particular Bonds, the proceeds of any draw on or payment under any Credit Facility which is intended for the payment of such Bonds, but only for purposes of such payment and not for other purposes of the Resolution.
- 3. Net amounts received by the System pursuant to a Qualified Hedge.
- 4. Income and interest earned and gains realized in excess of losses suffered by any Fund, Account, or Subaccount held by the Fiscal Agent under the terms of the Resolution, subject to the provisions of Sections 1301 and 1303 thereof.
- 5. Any other revenues, fees, charges, surcharges, rents, proceeds or other income and receipts received by or on behalf of the System or by the Fiscal Agent, lawfully available for the purposes of the Resolution and deposited by or on behalf of the System or by the Fiscal Agent in any Fund, Account, or Subaccount held by the Fiscal Agent under the terms of the Resolution, subject to the provisions of Sections 1301 and 1303 thereof.

"Subaccount" or "Subaccounts" shall mean any subaccount or subaccounts, as the case may be, in each case which may be in the form of a separate account, established or created pursuant to the Resolution, but does not include any escrow or other fund or account established or created pursuant to Section 1301 thereof:

O INCO DE TRANSACCIONES COMERCIALES

16 JAN 19 PM 2: 07

"Supplemental Resolution" shall mean any resolution supplemental to or amendatory of the Resolution or any Supplemental Resolution, adopted by the System in accordance with Articles IX and X of the Resolution.

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16 JAN 19 PM 2:07

## Annex 1

[Security Agreement]

TRO DE TRANSACCIONES COMERCIALES

16 JAN 19 PM, 2: 08

#### SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of June 2, 2008, is by and between the Employees Retirement System of the Government of the Commonwealth of Puerto Rico (the "Debtor") and Owners from time to time of the Pension Funding Bonds of the Debtor (the "Pension Funding Bonds") issued from time to time pursuant to the Debtor's Pension Funding Bond Resolution adopted by the Debtor's Board of Trustees on January 24, 2008, as amended and supplemented from time to time (the "Resolution"), and other Beneficiaries under the Resolution, which Owners and Beneficiaries are represented for purposes of this Security Agreement by The Bank of New York, as fiscal agent under the Resolution (the "Secured Party"). All capitalized words not defined herein shall have the meanings ascribed to them in the Resolution.

In order to provide security for the Debtor's payment of principal of, premium (if any) and interest on its Pension Funding Bonds and its payment of amounts due to the Owners of the Pension Funding Bonds and other Beneficiaries in accordance with the terms of the Pension Funding Bonds and the terms of the Resolution, Debtor hereby grants to the Secured Party a security interest in (i) the Pledged Property, and (ii) all proceeds thereof and all after-acquired property, subject to application as permitted by the Resolution. Remedies for failure of the Debtor to make timely payment of principal of, premium (if any) and interest on the Pension Funding Bonds or failure of the Debtor to fulfill its other covenants contained in the Resolution for the benefit of the Owners of the Pension Funding Bonds and the other Beneficiaries are as set forth in the Resolution.

The Debtor shall cause UCC financing statements and continuation statements to be filed, as appropriate, and the Secured Party shall not be responsible for any UCC filings.

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THE BANK OF NEW YORK, as Fiscal Agent under the Resolution

Name: Title:

GISTRO DE TRANSACCIONES COMERCIALES

-16 JAN 19 PM 2:08

#### SECURITY AGREEMENT

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**EMPLOYEES** 

COVERNMENT

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Name	<b>):</b>						
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Name	: Steven Vacc	arello				****	
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THE

SYSTEM

COMMONWEALTH

OF

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2009001812

**DE ESTADO ERTO RICO** 

FINANCIAMIENTO

FINANCING STATEMENT

Favor de seguir cuidadosamente las instrucciones indicadas al dorso de esta forma
Please follow carefully the instructions indicated on the reverse side of this form.

Número de registro:
Registration number:

Reservado para el oficial de archivo / Reserved for the filing officer

Sello de fecha y hora: Date and time stamp

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Anita del Toro, Esq.     Fiddler, González & Rodríguez							
PO Box 363507 San Juan, Puerto Rico 00936-3507							
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1. NOMBRE DEL PRIMER DEUDOR / FIRST DEBTO	OR'S NAME	Complete só	lo un nomb	ore (a o b) / Ins	sert only one na	ame (a or b)	
a. Apellido del individuo/Individual s last name   Segundo Apellido/Se	cond surname	Primer nom	bre/ First name	e   Segundo no	mbre/Middle name	Sufijo/Suffix	
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Stop 32½		SAN JU	AN	PR	USA	00918	
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3. NOMBRE DEL ACREEDOR GARANTIZADO/SECURI	ED PARTY'S	NAME Comp	lete sólo un	nombre (a o b	Vinsert only one	name (a or b)	
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aggregate principal amount of the Systems	s's Senior	Pension F	unding E	Bonds, Seri			
c. Dirección postal / Mailing address	Ciudad / City		Estado/State		País/Country USA	Código postal/Zip code	
101 Barclay Street, 7 West	New Yor	K	New York			10286	
4. ESTA DECLARACION DE FINANCIAMIENTO CUI THIS FINANCING STATEMENT COVERS THE FOLI					DE PROPIEDA	AD:	
The pledged property described in the Sec	urity Agre	ement atta	ached as	Exhibit A	hereto and l	by this reference	
made a part hereof.							
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The goods described above are to become fixtures. This Final	ancing Stateme	nt will be filed fo	or record in th	e Real Estate Re	gistry.		
6. FIRMA(S) / SIGNATURE(S)							
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In order to provide security for the Debtor's payment of principal of, premium (if any) and interest on its Pension Funding Bonds and its payment of amounts due to the Owners of the Pension Funding Bonds and other Beneficiaries in accordance with the terms of the Pension Funding Bonds and the terms of the Resolution, Debtor hereby grants to the Secured Party a security interest in (i) the Pledged Property, and (ii) all proceeds thereof and all after-acquired property, subject to application as permitted by the Resolution. Remedies for failure of the Debtor to make timely payment of principal of, premium (if any) and interest on the Pension Funding Bonds or failure of the Debtor to fulfill its other covenants contained in the Resolution for the benefit of the Owners of the Pension Funding Bonds and the other Beneficiaries are as set forth in the Resolution.

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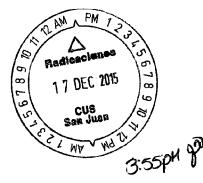
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#### EXHIBIT A TO FINANCING STATEMENT

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1 7 DEC 2015

CUS

San Juan

#### DEBTOR:

Employees Retirement System of the Government of the Commonwealth of Puerto Rico 437 Ponce de León Avenue Stop 32 ½ San Juan, Puerto Rico 00917

The Bank of New York Mellon, as Fiscal Agent 101 Barclay Street New York, New York 10286

#### **Description of Collateral**

The collateral described in this financing statement is all present and future right, title and interest of the System in and to (i) the Pledged Property and (ii) all proceeds thereof and all after-acquired property, as set forth in the Security Agreement attached hereto as Annex 1.

#### Definitions1

"Account" or "Accounts" shall mean any account or accounts, including, without limitation, bank, deposit or securities accounts, as the case may be, established and created pursuant to the Resolution, but does not include any escrow or other fund or account established or created pursuant to Section 1301 thereof.

"Act" shall mean Act No. 447 of the Legislative Assembly of Puerto Rico, approved May 15, 1951, as amended and supplemented.

"Bond" or "Bonds" shall mean the initial Series of Bonds and any additional Bonds authorized to be issued on a parity therewith pursuant to Section 202 or 708 of the Resolution.

"Commonwealth" shall mean the Commonwealth of Puerto Rico.

"Credit Facility" shall mean each irrevocable letter of credit, bond insurance policy, surety bond, loan agreement, or other agreement, facility or insurance or guaranty arrangement issued or extended by a bank, a trust company, a national banking association, an organization subject to registration with the Board of Governors of the Federal Reserve System under the Bank Holding Company Act of 1956 or any successor provisions of law, a federal branch pursuant to the International Banking Act of 1978 or any successor provisions of law, a savings bank, a savings and loan association, a Federal Home Loan Bank, a corporation, an insurance company or association chartered or organized under the laws of any state of the United States of America, the Government National Mortgage Association or any successor thereto, Fannie Mae, the Federal Home Loan Mortgage Corporation or any successor thereto, or any other federal or state agency or instrumentality approved by the System, which secures the payment of any Bond, or

Capitalized terms not defined herein shall have the meanings assigned to them in the Resolution (as defined below).

pursuant to which the System is entitled to obtain moneys to pay, in the Currency in which the Bonds of such Series are payable, the principal or Redemption Price of Bonds (or any related Qualified Hedges) due in accordance with their respective terms plus accorded interest thereof to the date of payment thereof in accordance herewith and with the Supplemental Resolution authorizing such Bonds, whether or not the System is in default under this Resolution that use of a Credit Facility shall not result, at the time of delivery of the Credit Facility, in a reduction in the Rating of any Bonds Outstanding; and provided further, that a substitute Credit Facility may be obtained from time to time (i) which shall contain the same material terms as set forth in the Credit Facility for which substitution is made, and (ii) will not, in and of itself, result in a Rating of the related Bonds lower than those which then prevailed.

"Debt Service Reserve Account" shall mean the Account by that name established by Section 502 of the Resolution.

"Employers" shall mean, pursuant to the Act, the government of Puerto Rico, or any Public Enterprise, or municipality, but shall exclude, however, those subsidiary enterprises of government instrumentalities whose employees, in the judgment of the Board of Trustees of the System, may not have a clear relationship of employee and employer with regard to the Commonwealth.

"Employers' Contributions" shall mean the contributions paid from and after the date hereof that are made by the Employers and any assets in lieu thereof or derived thereunder which are payable to the System pursuant to Sections 2-116, 3-105 and 4-113 of the Act.

"Fiscal Agent" shall mean the bank, trust company or national banking association appointed pursuant to Section 801 of the Resolution, and its successor or successors and any other bank, trust company or national banking association which may at any time be substituted in its place pursuant to the provisions of the Resolution.

"Fund" or "Funds" shall mean any fund or funds established and created pursuant to the Resolution, but does not include any escrow or other fund or account established or created pursuant to Section 1301 thereof.

"Parity Obligations" shall mean, collectively, all Parity Reimbursement Obligations and Parity Hedge Obligations.

"Pledged Property" shall mean the following, collectively (but without duplication), except as otherwise may be provided with respect to a Series of Bonds by the Supplemental Resolution authorizing such Bonds:

- 1. All Revenues.
- 2. All right, title and interest of the System in and to Revenues, and all rights to receive the same.

- 3. The Funds, Accounts, and Subaccounts held by the Fiscal Agent, and in the case of the Debt Service Reserve Account Reserve
- 4. Any and all other rights and personal property of every kind and nature from time to time hereafter pledged and assigned by the System to the Fiscal Agent as and for additional security for the Bonds and Parity Obligations.
- Any and all cash and non-cash proceeds, products, offspring, rents and profits
  from any of the Pledged Property mentioned described in paragraphs (1) through
  (4) above, including, without limitation, those from the sale, exchange, transfer,
  collection, loss, damage, disposition, substitution or replacement of any of the
  foregoing.

"Public Enterprise" shall mean any government instrumentality or public corporation of the Commonwealth.

"Qualified Hedge" shall mean, with respect to particular Bonds, (i) any financial arrangement (a) which is entered into by the System with an entity that is a Qualified Hedge Provider at the time the arrangement is entered into, (b) which is a cap, floor or collar, forward rate, future rate, swap (such swap may be based on an amount equal either to the principal amount of such Bonds as may be designated or a notional principal amount relating to all or a portion of the principal amount of such Bonds), asset, index, Currency, price or market-linked transaction or agreement, other exchange or rate protection transaction agreement, other similar transaction (however designated), or any combination thereof, or any option with respect to any of the foregoing, executed by the System, and (c) which has been designated as a Qualified Hedge with respect to such Bonds in a written determination signed by an Authorized Officer and delivered to the Fiscal Agent, and (ii) any Credit Facility securing the obligations of the System under any financial arrangement described in clause (i) above. Each Qualified Hedge shall provide that the System and the Qualified Hedge Provider shall provide not less than ten-days' prior written notice of any amendment to the Fiscal Agent.

"Qualified Hedge Provider" shall mean a Person whose long-term obligations, other unsecured, long-term obligations, financial program rating, counterparty rating, or claims paying ability, or whose payment obligations under an agreement that would be a Qualified Hedge are guaranteed by an entity whose long term debt obligations, other unsecured long term obligations, financial program rating, counterparty rating, or claims paying ability, are rated, or whose payment obligations under an interest rate exchange agreement are collateralized in such manner as to cause such agreement to be rated, at the time of the execution of such Qualified Hedge, either (i) at least as high as the third highest Rating Category of each Rating Agency, but in no event lower than any Rating Category designated by any such Rating Agency for the Bonds subject to such Qualified Hedge (without reference to bond insurance, if any), or (ii) any such lower Rating Categories which each such Rating Agency indicates in writing to the System and the Fiscal Agent will not, by itself, result in a reduction or withdrawal of its Rating (without

reference to bond insurance, if any) on the Outstanding Bonds, and (iii) a Person whose payment obligations under an interest rate exchange agreement are subject to collateralization cus requirements that, as evidenced in writing to the System and the Fiscal Agent by each Rating Agency, will not, by itself, result in a reduction or withdrawal of its Rating (without reference to bond insurance, if any) on the Outstanding Bonds.

Radicaciones

"Reserve Account Cash Equivalent" shall mean a letter of credit, insurance policy, surety, guaranty or other security arrangement provided to the Fiscal Agent as a substitute for the deposit of each and/or Investment Securities, or another Reserve Account Cash Equivalent, in the Debt Service Reserve Account pursuant to Section 506 of the Resolution. Each such arrangement shall be provided by a Person whose claims paying ability has been assigned a rating from each Rating Agency at least equal to the then existing rating on the Bonds or whose unsecured, long-term debt securities are rated by each Rating Agency at least equal to the then existing Rating on the Bonds (or the highest short-term rating if the Reserve Account Cash Equivalent has a remaining term measured from the date it is provided not exceeding one year).

"Resolution" shall mean the Pension Bond Resolution adopted by the System on or about January 24, 2008, as amended and/or supplemented from time to time.

"Revenues" shall mean the following, collectively (but without duplication), except as otherwise may be provided with respect to a Series of Bonds by the Supplemental Resolution authorizing such Bonds:

- 1. All Employers' Contributions received by the System or the Fiscal Agent.
- With respect to any particular Bonds, the proceeds of any draw on or payment under any Credit Facility which is intended for the payment of such Bonds, but only for purposes of such payment and not for other purposes of the Resolution.
- 3. Net amounts received by the System pursuant to a Qualified Hedge.
- 4. Income and interest earned and gains realized in excess of losses suffered by any Fund, Account, or Subaccount held by the Fiscal Agent under the terms of the Resolution, subject to the provisions of Sections 1301 and 1303 thereof.
- Any other revenues, fees, charges, surcharges, rents, proceeds or other income and receipts received by or on behalf of the System or by the Fiscal Agent, lawfully available for the purposes of the Resolution and deposited by or on behalf of the System or by the Fiscal Agent in any Fund, Account, or Subaccount held by the Fiscal Agent under the terms of the Resolution, subject to the provisions of Sections 1301 and 1303 thereof.

"Subaccount" or "Subaccounts" shall mean any subaccount or subaccounts, as the case may be, in each case which may be in the form of a separate account, established or created pursuant to the Resolution, but does not include any escrow or other fund or account established or created pursuant to Section 1301 thereof.

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"Supplemental Resolution" shall mean any resolution supplemental to or amendatory of the \(\triangle \)
Resolution or any Supplemental Resolution, adopted by the System in accordance with Affilia clanes IX and X of the Resolution.

NOMBRE I FIRST PERSONAL NAME

The Bank of New York Mellon (as successor to The Bank of New York) as Fiscal Agent

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## EXHIBIT A TO FINANCING STATEMENT 19 PM 2: 07

#### DEBTOR:

#### SECURED PARTY:

Employees Retirement System of the Government	The Bank of New York Mellon, as Fiscal
of the Commonwealth of Puerto Rico	Agent
437 Ponce de León Avenue	101 Barclay Street
Stop 32 1/2	New York, New York 10286
San Juan, Puerto Rico 00917	

#### **Description of Collateral**

The collateral described in this financing statement is all present and future right, title and interest of the System in and to (i) the Pledged Property and (ii) all proceeds thereof and all after-acquired property, as set forth in the Security Agreement attached hereto as Annex 1.

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Capitalized terms not defined herein shall have the meanings assigned to them in the Resolution (as defined below).

\*EGISTRO DE TRANSACCIONES: COMERCIALES

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  - 1. All Revenues.
  - 2. All right, title and interest of the System in and to Revenues, and all rights to receive the same.

- 3. The Funds, Accounts, and Subaccounts held by the Reserve Account, and moneys and securities and, in the case of the Debt Service Reserve Account, Reserve Account Cash Equivalents, from time to time held by the Fiscal Agent under the terms of the Resolution, subject to the application thereof as provided in the Resolution and to the provisions of Sections 1301 and 1303 thereof.
- 4. Any and all other rights and personal property of every kind and nature from time to time hereafter pledged and assigned by the System to the Fiscal Agent as and for additional security for the Bonds and Parity Obligations.
- Any and all cash and non-cash proceeds, products, offspring, rents and profits
  from any of the Pledged Property mentioned described in paragraphs (1) through
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  collection, loss, damage, disposition, substitution or replacement of any of the
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EGISTRO DE TRANSACCIONES COMERCIALES

reference to bond insurance, if any) on the Outstanding Bonds, and (iii) a Person whose payment obligations under an interest rate exchange agreement are subject to collateralization requirements that, as evidenced in writing to the System and the Fiscal Agent by each Rating Agency, will not, by itself, result in a reduction or withdrawal of its Rating (without reference to bond insurance, if any) on the Outstanding Bonds.

"Reserve Account Cash Equivalent" shall mean a letter of credit, insurance policy, surety, guaranty or other security arrangement provided to the Fiscal Agent as a substitute for the deposit of cash and/or Investment Securities, or another Reserve Account Cash Equivalent, in the Debt Service Reserve Account pursuant to Section 506 of the Resolution. Each such arrangement shall be provided by a Person whose claims paying ability has been assigned a rating from each Rating Agency at least equal to the then existing rating on the Bonds or whose unsecured, long-term debt securities are rated by each Rating Agency at least equal to the then existing Rating on the Bonds (or the highest short-term rating if the Reserve Account Cash Equivalent has a remaining term measured from the date it is provided not exceeding one year).

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- 3. Net amounts received by the System pursuant to a Qualified Hedge.
- 4. Income and interest earned and gains realized in excess of losses suffered by any Fund, Account, or Subaccount held by the Fiscal Agent under the terms of the Resolution, subject to the provisions of Sections 1301 and 1303 thereof.
- 5. Any other revenues, fees, charges, surcharges, rents, proceeds or other income and receipts received by or on behalf of the System or by the Fiscal Agent, lawfully available for the purposes of the Resolution and deposited by or on behalf of the System or by the Fiscal Agent in any Fund, Account, or Subaccount held by the Fiscal Agent under the terms of the Resolution, subject to the provisions of Sections 1301 and 1303 thereof.

"Subaccount" or "Subaccounts" shall mean any subaccount or subaccounts, as the case may be, in each case which may be in the form of a separate account, established or created pursuant to the Resolution, but does not include any escrow or other fund or account established or created pursuant to Section 1301 thereof.

GISTRO DE TRANSACCIONES COMERCIALES

16 JAN 19 PM 2:07 "Supplemental Resolution" shall mean any resolution supplemental to or amendatory of the Resolution or any Supplemental Resolution, adopted by the System in accordance with Articles IX and X of the Resolution.

REGISTRO DE TRANSACCIONES COMERCIALES

16 JAN 19 PM 2:07

## Annex 1

[Security Agreement]

GISTRO DE TRANSACCIONES COMERCIALES

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#### SECURITY AGREEMENT

This SECURITY AGREEMENT, dated as of June 2, 2008, is by and between the Employees Retirement System of the Government of the Commonwealth of Puerto Rico (the "Debtor") and Owners from time to time of the Pension Funding Bonds of the Debtor (the "Pension Funding Bonds") issued from time to time pursuant to the Debtor's Pension Funding Bond Resolution adopted by the Debtor's Board of Trustees on January 24, 2008, as amended and supplemented from time to time (the "Resolution"), and other Beneficiaries under the Resolution, which Owners and Beneficiaries are represented for purposes of this Security Agreement by The Bank of New York, as fiscal agent under the Resolution (the "Secured Party"). All capitalized words not defined herein shall have the meanings ascribed to them in the Resolution.

In order to provide security for the Debtor's payment of principal of, premium (if any) and interest on its Pension Funding Bonds and its payment of amounts due to the Owners of the Pension Funding Bonds and other Beneficiaries in accordance with the terms of the Pension Funding Bonds and the terms of the Resolution, Debtor hereby grants to the Secured Party a security interest in (i) the Pledged Property, and (ii) all proceeds thereof and all after-acquired property, subject to application as permitted by the Resolution. Remedies for failure of the Debtor to make timely payment of principal of, premium (if any) and interest on the Pension Funding Bonds or failure of the Debtor to fulfill its other covenants contained in the Resolution for the benefit of the Owners of the Pension Funding Bonds and the other Beneficiaries are as set forth in the Resolution.

The Debtor shall cause UCC financing statements and continuation statements to be filed, as appropriate, and the Secured Party shall not be responsible for any UCC filings.

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**EMPLOYEES** 

GOVERNMENT

SYSTEM

COMMONWEALTH

OF

THE

RETIREMENT

THE